

REQUEST FOR BIDS

MARIETTA POWER DUCT BANK INSTALLATION AT ROSWELL ROAD FROM COBB PARKWAY TO CHERT ROAD

RFB-16-037713



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia
30060**

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REQUEST FOR BID NO. RFB-16-037713

FOR

**MARIETTA POWER DUCT BANK INSTALLATION
AT ROSWELL ROAD
FROM COBB PARKWAY TO CHERT ROAD**

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**INSTRUCTIONS TO BIDDER
FOR INVITATION TO BID**

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta", "Owner" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 2:00 P.M., Wednesday, September 23th, 2015 for the following:

**MARIETTA POWER DUCT BANK INSTALLATION AT
ROSWELL ROAD
FROM COBB PARKWAY TO CHERT ROAD**

RFB-16-037713

All bid requirements shall be in accordance with Specifications and Guidelines, Exhibit "D", "E", "F" and "G" (Pages BF-1-8), attached hereto.

All pricing relative to this bid document shall be completed on the Bid Pricing Form, Exhibit "H" (Page BF-9) and attached hereto

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 2:00 P.M., Wednesday, September 23th, 2015 at the City of Marietta, Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The bid opening time shall be strictly observed. Under no circumstance shall a bid delivered after the specified time be considered. Such bids will be returned unopened.

ARTICLE 3.1 PRE-BID MEETING

There shall be a Mandatory Pre-Bid Meeting to be held Wednesday, September 9, 2015 at 9:00 A.M., located at Marietta City Hall, Purchasing Department (1st Floor), 205 Lawrence Street, Marietta, GA 30060. The purpose of the meeting is to review the specifications and familiarize the bidder with the site and scope of the work.

ARTICLE 4 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through Mr. David Jenkins, 770-794-5696 or djenkins@mariettaga.gov, the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Department at (770) 794-5696 to determine if any addenda were issued and to make sure such addenda is a part of their bid. *EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED.*

ARTICLE 5 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a bidder whose bid is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a bid has been accepted or that no award of said bid shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bidding. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 6 BUSINESS LICENSE /OCCUPATIONAL LICENSE

The bidder shall provide appropriate proof of an Occupational Tax license.

ARTICLE 7 SEALED & MARKED

**FIVE (5) SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

REQUEST FOR BID
No. RFB-16-037713

**MARIETTA POWER DUCT BANK INSTALLATION AT ROSWELL ROAD
FROM COBB PARKWAY TO CHERT ROAD**

and addressed to: City of Marietta, Purchasing Department
205 Lawrence Street
Marietta, Georgia 30060
Attention: David B. Jenkins

ARTICLE 8 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed below the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 9 BID EXPENSES

All expenses for making bids to the City are to be borne by the bidder.

ARTICLE 10 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 11 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 12 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 13 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 14 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 14.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 14.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 14.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 14.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- 14.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 15 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 16 NOTICE OF ACCEPTANCE

The contract shall be deemed as having been awarded when the formal notice of acceptance/contract is issued to the Contractor(s). After award and acceptance the successful Contractor(s) may be posted at the Marietta Purchasing website.

ARTICLE 17 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted on attached City forms. **BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there has been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 18 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 20 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 21 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications. Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 22 BID GUARANTEE

The City of Marietta shall request the following for proposals in excess of Forty Thousand Dollars (\$40,000.00).

22.1 BID BOND

Each bid shall include a bid bond or cashier's check in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for ninety (90) days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with the City of Marietta in accordance with the bid. Bid guarantee shall be returned after the City and the accepted Bidder have executed the contract agreement. Checks to be made payable to: The City of Marietta

22.2 PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish the City a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

22.3 PAYMENT BOND (Not Applicable To This Bid)

Upon execution and delivery of the contract, the bidder shall furnish the City of Marietta a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

ARTICLE 23 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply. When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety data sheet with the bid.

ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE 25 INSURANCE, INDEMNIFICATION, AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured thereunder:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Workmen's Compensation Insurance Statutory

II. Comprehensive General Liability Insurance including:

Bodily Injury	\$1,000,000 per person \$1,000,000 per occurrence
Property Damage	\$1,000,000 per person \$1,000,000 annual aggregate

III. Automobile Liability Insurance including:

\$1,000,000 combined single
limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 27 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 28 WORK AUTHORIZATION PROGRAM

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

EXHIBIT A

Drug Free Work Place Certification

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT B

ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor) with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

<u>EXHIBIT “D”</u>

Specifications and Guidelines

Project:

MARIETTA POWER DUCT BANK INSTALLATION AT
ROSWELL ROAD
FROM COBB PARKWAY TO CHERT ROAD

**REQUEST FOR BIDS TO INSTALL DUCT BANK & VAULT SYSTEM FOR 15/25kV
ELECTRICAL POWER DISTRIBUTION SYSTEM
ON ROSWELL ROAD AT COBB PARKWAY SOUTH**

PROJECT OVERVIEW

The City of Marietta is requesting bids for

- The installation of + or - 800' of electrical distribution duct bank with 8" concrete cap, conduits and vault system along Roswell Road, Hagood Circle and Radar Circle.
- Option "A" + or – 200' Directional Boring (Red Path)
- Option "B" + or – 140' Directional Boring (Green Path)
- Option "C" + or – 275' Directional Boring (Turquoise Path)
- Option "D" + or – 375' Directional Boring (Tan Path)

All pavement, structures and grassy areas shall be restored to their original condition after installation is completed.

SCOPE OF WORK

The contractor is expected to install duct bank with 8" concrete cap, direct buried PVC conduit, vault enclosures and associated items as well as standard UCD construction along the north side of Roswell Road beginning at Radar Circle to the east side of Chert Road as well as on Radar Circle to a point on Cobb Parkway North as indicated on Exhibit E.

The contractor is expected to use directional boring to cross Roswell Road on the south side of Radar Circle and to continue boring across Cobb Parkway South to Coggins Place as indicated on Exhibit D.

Vaults, duct bank and conduit installations will be completed according to attached Marietta Power specifications on Exhibit E, Exhibit F, and Exhibit G.

Marietta Power will set all utility poles prior to commencement of work by the contractor. Contractor will install conduits up to each pole ending with a 90 degree, 48 inch sweep at the pole.

The contractor shall provide all labor, equipment, supplies, safety equipment, tools, and supervision to accomplish the project. The contractor will

- Use spacers to maintain the conduit spacing and clearance as indicated on Exhibit F.
- Test all conduits to determine if free from obstruction.
- Install pull cords in each conduit immediately after placement and cap with tapered plastic plugs immediately to prevent entry of debris. Seal conduit ends at the completion of each working day and at the completion of the job.
- Provide and use 3/4" steel road plates to cover all road cuts and for protection of the duct bank.
- Coordinate concrete and gravel delivery with a concrete company of their choice. Concrete shall contain cement, coarse aggregate, and fine aggregate with a minimum of 3,000 pounds compressive strength per square inch (PSI) at 28 days. Concrete slump should equal 2 inches as delivered. All concrete and gravel fees will be billed to and paid by the contractor.
- Backfill open trench with 2" of asphalt, 8" of 3000 PSI concrete with 2" slump, and 12" of graded aggregate base compacted to 95% placed in 6" layers and dirt compacted to 95% as indicated on Exhibit F. In addition, red warning tape shall be placed between layer of dirt and layer of crush and run as indicated on Exhibit F.
- Restore all disturbed areas to original condition.
- Coordinate all detours and road closures with the City of Marietta Public Works Department, Office of Administration and Engineering at (770)794-5648.
- Abide by the Georgia Utility Facility Protection Act – O.C.G.A. Title 25, Chapter 9 of the GA Code. The contractor shall be responsible for contacting the GA Utility Protection Center of GA to schedule and obtain all markings of underground utilities. The GA Utility Facility Protection Act mandates that, before starting any mechanized digging or excavation work, you must contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work. Georgia 811 accepts calls Monday thru Friday, excluding holidays, for normal locate requests.
- Secure an approved amendment for any and all changes to the scope of work.
- Notify a representative of Electrical Engineering immediately if excessive rock is encountered so as to cause excavation to slow to less than normal speed. All charges in excess of the bid price must be pre-approved by a representative of Electrical Engineering before work can continue. A change order to amend the contract must be completed if the price of the job will be modified more than 10%.

- Work in a professional and workmanlike manner with a high degree of importance placed on successful contact with the citizens of the city and landowners. Because efficiency and safety depend on skilled equipment operators and job knowledge experience, contractor shall provide documentation of safety work records and personnel experience.

Each work site must be left clean and free of debris at the end of each workday. Equipment may not be left on site overnight unless otherwise directed by the property owner. It is the policy of the City of Marietta/BLW that all work will be performed under the safest possible conditions and every reasonable effort will be made to provide and maintain a safe work area for our customers.

The City of Marietta/BLW will secure all Georgia Department of Transportation permits before the contractor's work begins. The contractor is responsible for the proper display of all permits at the job site.

The City of Marietta/BLW will secure all necessary easements.

The City of Marietta/BLW will coordinate and schedule all necessary power outages associated with this project.

PROPERTY DAMAGE

The contractor shall be responsible for all property damage associated with gaining access to the work by the contractor, as well as damage resulting to property or other facilities from the contractor's work. All damages to City of Marietta/BLW customer's property shall be reported to Marietta Power at time of incident.

WORKDAY SCHEDULE

Work hours are weekdays from 09:00 AM to 04:00 PM, unless otherwise directed by Marietta Power or the GA Department of Transportation.

The contractor shall be directed by Marietta Power's Electrical Engineering Division, namely the Senior Electrical Designer, who shall disseminate all work orders. All paperwork and invoices associated with this job shall be turned into the Senior Electrical Designer on a weekly basis. The contractor shall provide a written schedule of work and provide written, weekly updates to the Electrical Engineering Division.

REQUIREMENTS FOR CONTRACTOR / CONTRACTOR EMPLOYEES

All contractor employees shall maintain a professional attitude and appearance while on Marietta Power's job site or grounds. All employees must have a current and proper certification for their assigned position. The contractor is responsible for all related traffic control. All traffic control personnel must possess Georgia D.O.T. Certified Traffic Flagger Card. A crew leader, i.e. foreperson or lead worker, shall be on job site with crew during work performed. The crew leader will ensure the contractor meets all requirements as set forth in OSHA Standard 29 CFR 1926, Subpart P, and Excavations. The contractor must have and provide a copy of their safety manual for review.

The contractor shall obey all national, state, local, ANSI, OSHA and Marietta Power's safety rules for working on, or proximity to, energized cables during this project.

To be included in each bid, each firm must meet the following minimum requirements:

- Shall meet and follow all Marietta Power safety rules, regulations, and procedures per the Marietta Power Safety Manual. A copy of the safety manual will be supplied upon request.

- Shall have no more than eight (8) vehicle accidents per 1,000,000 miles driven. Marietta Power has a strong commitment to safety and reducing the number of vehicle accidents. The goal for Marietta Power and its contractors is less than eight (8) vehicle accidents per 1,000,000 miles driven. The number of eight (8) is only chosen for the purpose of qualifying bidders and does not reflect in a negative manner the emphasis put on safety and vehicle accidents.
- Shall have no more than six (6) OSHA recordable personal injuries per 200,000 hours worked. Marietta Power has a strong commitment to safety and reducing the number of personal injuries. The goal for Marietta Power and its contractors is less than six (6) OSHA recordable personal injuries per 200,000 hours worked. The number of six (6) is only chosen for the purpose of qualifying bidders and does not reflect in a negative manner the emphasis put on safety and personal injuries.
- Shall have no more than six (6) property damage claims over \$500.00 per 100,000 hours worked.
- Shall perform monthly drug and alcohol testing on all crewmen.
- Shall be licensed and permitted to work in the Marietta Power and Cobb County service territory.
- Shall have a certificate of insurance with a minimum of \$1,000,000.00 bond.
- Shall have, from the firm's insurance company, an insurance rating of at least a "Good" rating.
- Shall have a workman's compensation experience rating of one (1) or less.
- Shall hold a pre-construction meeting before the project begins and hold daily tailgate meetings before each day's work begins.
- Shall have local representation within the state of GA.

INFORMATION NEEDED FROM EACH BIDDER

The following is a list of information that Marietta Power is soliciting, from each firm, to be used, in part, to determine which companies will be selected to perform the work described in this RFB. Please provide the requested information as listed below:

- A list of all organizations/utilities for which the contractor has worked for since January 1, 1998.
- Documented safety record as listed below since January 1, 1998.
- Number of vehicle accidents per 100,000 miles driven.
- Number of personal injuries per 100,000 hours worked.
- Number of property damage claims over \$500.00 per 100,000 hours worked.
- OSHA log# 200/300 since January 1, 1998.

- Documentation of a drug-and-alcohol testing program.
- Documentation showing the firm is licensed and permitted to perform work in the Marietta Power and Cobb County service territory.
- Certificate of insurance with a minimum of \$1,000,000.00 bond.
- Statement from insurance company on insurance company letterhead stating the rating of the firm (bidder).
- Workman's compensation experience modification rates since January 1, 1998.
- Verification and documentation of a safety program showing safety meeting topics, pre-construction meetings and tailgate meetings.
- A list of five (5) verifiable references from organizations/utilities for which the contractor has worked.

AVAILABILITY OF CREWS AND EQUIPMENT

Bids will be evaluated with respect to availability of crews and equipment. Crews will be needed within three (3) weeks from the date a contract is signed, easements are obtained and all permits are secured.

PRICING

Bids should include the following:

- Lump sum for completion of project. Labor only with materials provided by Marietta Power to include conduit, conduit plugs, conduit spacers, warning tape, and vaults. Vault delivery to be coordinated by contractor.
- Options "A", "B", "C" and "D"
- Stipulations for rock contingency
- Completion schedule with milestone dates

PAYMENT

The work performed in accordance with this project will be paid at the agreed upon payment schedule. The price is full compensation for installation, cleaning and testing conduit; jacking and boring; placing all pull cords and other materials; excavation and backfill; replacing pavement structure, sod, riprap, curbs, or other surface; for installing all fittings, junction boxes, steel plates and expansion joints; tying into existing electrical conduits and/or vaults and all labor, equipment and incidentals necessary to complete the work.

THE SELECTION PROCESS

Representatives of the City/BLW review and evaluate all bids and reserve the right to disqualify any or all bids.

EXHIBIT "E"

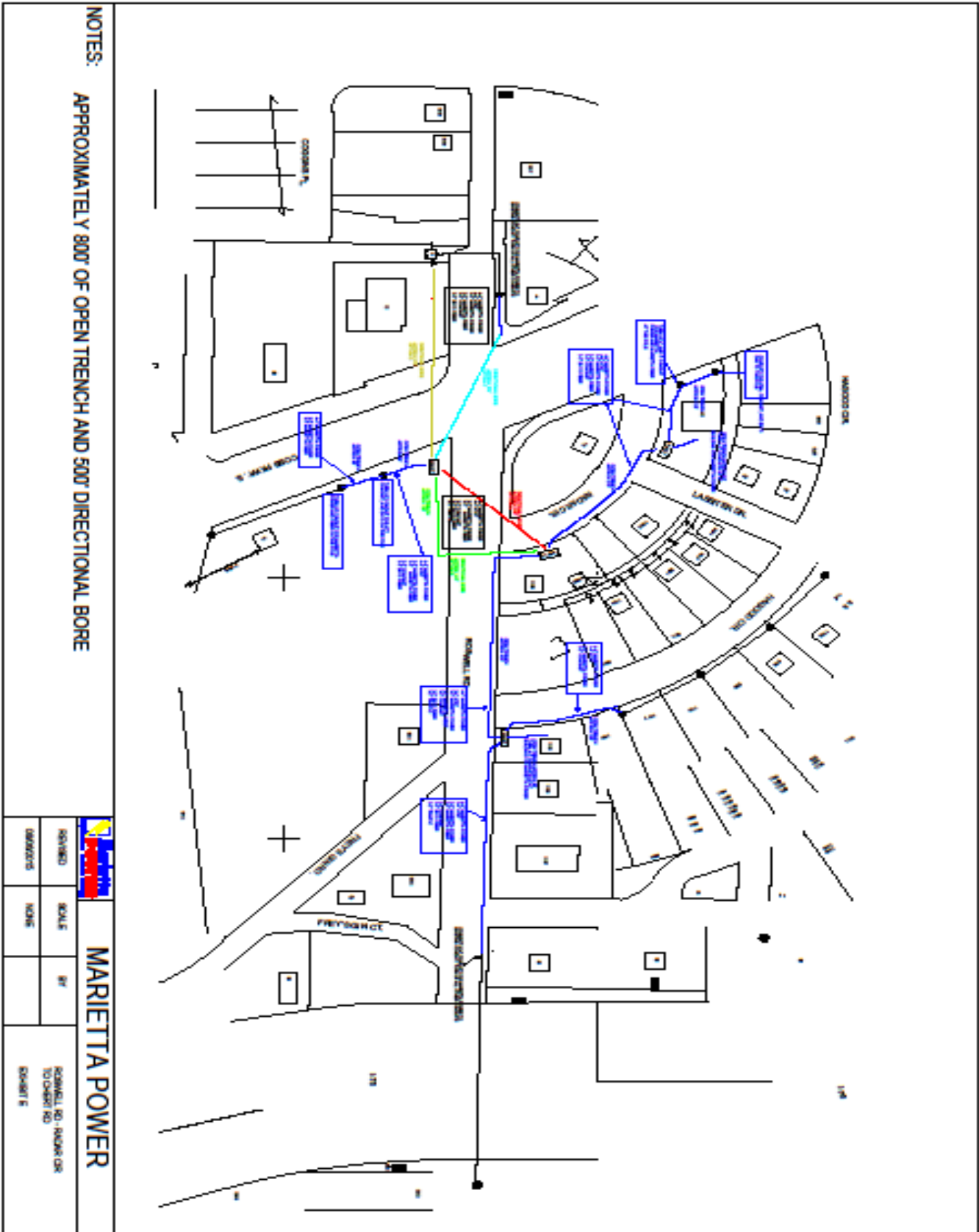


EXHIBIT "F"

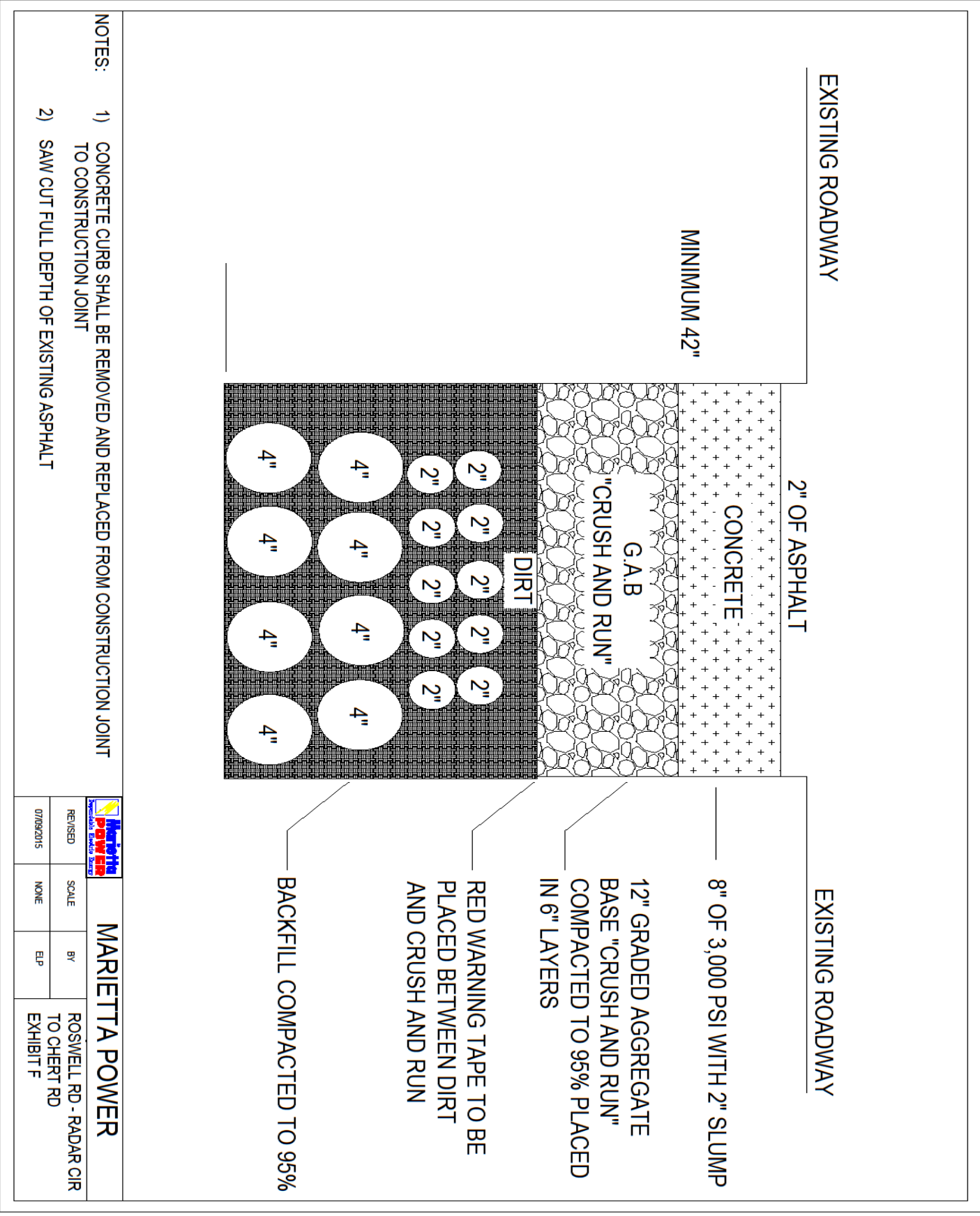
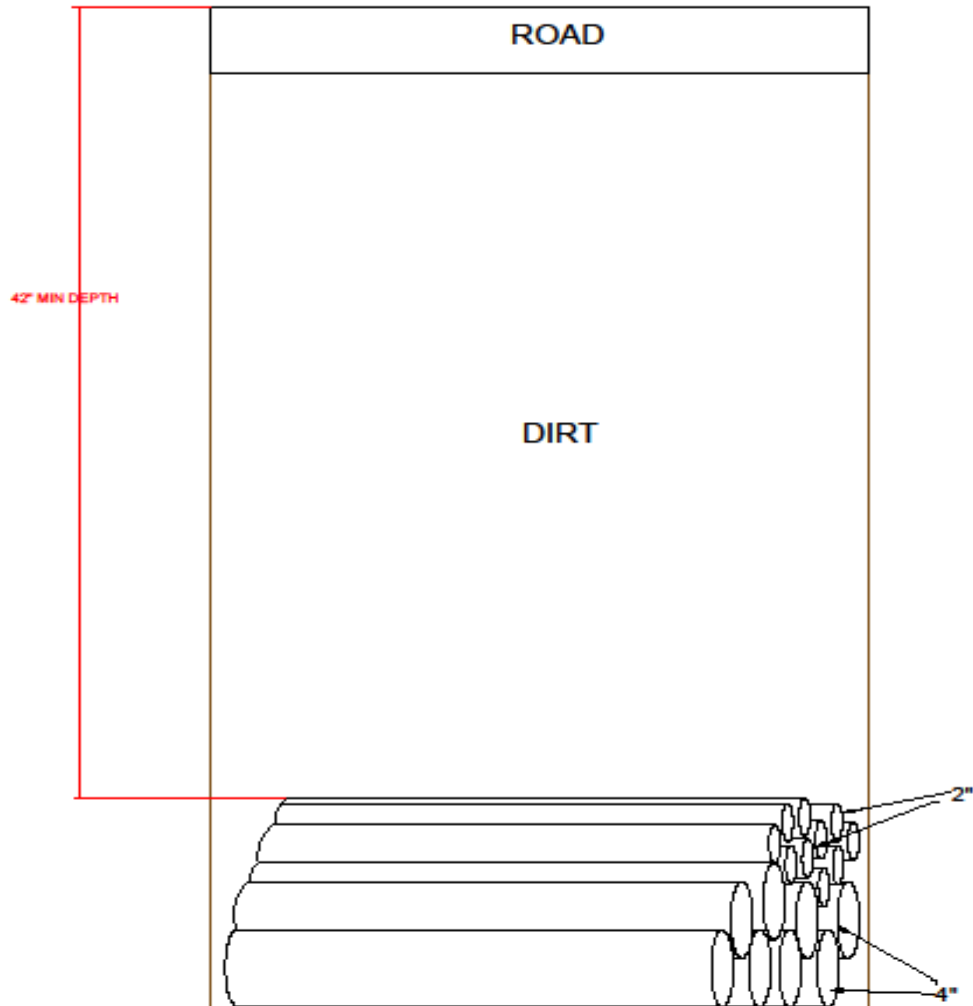


EXHIBIT "G"



2" (10) 2" CONDUIT

4" PWR (8) 4" CONDUIT

NOTES: TYPICAL
ROAD CROSS

EXHIBIT G



MARIETTA POWER

REVISED

SCALE

BY

3/28/2014

NONE

ELP

TYPICAL DIRECT
BORED CONDUIT

EXHIBIT “H”

BID FORM

**MARIETTA POWER DUCT BANK INSTALLATION AT ROSWELL
ROAD
FROM COBB PARKWAY TO CHERT ROAD**

RFB-16-037713

Lump sum for completion of project. Labor only with materials provided by Marietta Power to include conduit, conduit plugs, conduit spacers, warning tape, and vaults. Vault delivery to be coordinated by contractor.	
Option “A” + or – 200’ Directional Boring (Red Path)	
Option “B” + or – 140’ Directional Boring (Green Path)	
Option “C” + or – 275’ Directional Boring (Turquoise Path)	
Option “D” + or – 375’ Directional Boring (Tan Path)	
Stipulations for rock contingency	
Completion schedule with milestone dates	

Company Name _____

Street Address _____

City, State, Zip Code _____

Signatory's Name _____

Signature _____

Email _____

Phone _____ Fax _____